



GENERAL TERMS AND CONDITIONS

September 2026

These General Terms and Conditions (the “**General Terms and Conditions**”) set forth the general terms and conditions under which Huhtikuu Oy (“**we**”, “**us**” or “**our**”) operates and the terms applicable to the legal services we provide to clients. By engaging us, the client (“**Client**”) is deemed to have accepted the General Terms and Conditions, unless and to the extent otherwise agreed in a written engagement letter. The General Terms and Conditions shall prevail over any general purchasing terms or other terms and conditions of the Client.

1 Confidentiality

1.1 We undertake to keep confidential all information relating to the Client or a prospective client that comes to our attention or that of our personnel in connection with discussions concerning a potential engagement before the engagement is established or during the engagement.

1.2 The confidentiality obligation is not limited in time and shall remain in effect even if an engagement is not accepted or is terminated for any reason.

1.3 The confidentiality obligation does not prevent us from disclosing information where disclosure is required or permitted by law, the Client has consented to the disclosure, or disclosure is necessary for us to defend ourselves against a claim or to recover amounts owed to us by the Client. If external experts are engaged in connection with the engagement, we may disclose to them such information as is necessary for the proper performance of the engagement, unless otherwise agreed with the Client.

2 Performance of the Engagement

2.1 Our advice under the engagement is limited to our understanding of Finnish law as in

force at the time the advice is provided. Based on our experience, we may express views on the laws of other jurisdictions, but such views should not be relied upon without verification by an appropriately qualified adviser in the relevant jurisdiction.

2.2 We may engage external experts in connection with the engagement subject to separate agreement with the Client.

2.3 Proper performance of the engagement requires the Client to provide us with all information and documents relevant to the engagement and to notify us of any changes to them. Our services are based on the information and documents provided by the Client, and we do not independently verify their accuracy, currency or completeness.

3 Fees and Payment Terms

3.1 Our fee for work performed is EUR 300 per hour, exclusive of VAT. Time is charged in fifteen-minute increments, with each commenced fifteen-minute period charged in full for each separate task. We may also agree with the Client on another fee arrangement, such as a fixed fee.

3.2 At the Client's request, we will provide an estimate of the fees for the engagement or any part of it where the nature of the engagement makes it possible to provide such an estimate. The estimate is based on the information available at the time it is given and is indicative only. It does not constitute a fee cap unless expressly agreed otherwise. We will notify the Client without delay if the estimate needs to be revised.

3.3 We will charge the Client for costs incurred in connection with the engagement, including official fees, registration fees, travel expenses and the fees and expenses of external experts, based on the costs actually incurred.

3.4 We invoice accrued fees and expenses monthly. Invoices are payable within 14 days of the date on which the invoice is sent. Interest on overdue payments will be charged at the statutory rate. Value added tax will be added to our fees and expenses in accordance with the legislation in force from time to time.

3.5 We may increase our hourly rate annually by no more than four per cent. Any increase will take effect at the beginning of each calendar year.

4 Communications

4.1 We may use unencrypted email and other customary means of communication in connection with the engagement and may communicate with persons whom we may reasonably consider to be authorised by the Client, unless another method of communication has been agreed with the Client in writing.

5 Processing of Personal Data and Retention of Documents

5.1 We process personal data relating to the Client, the Client's representatives and other persons where necessary for the performance of the engagement. We process personal data

in accordance with applicable data protection legislation and only to the extent necessary. Further information on our processing of personal data is provided in our [Privacy notice](#).

5.2 Following completion of the engagement, we will retain material relating to the engagement for as long as required by applicable law or otherwise necessary for legitimate purposes. Thereafter, we may destroy the material without separate notice to the Client.

6 Right to Use as a Reference

6.1 Unless otherwise agreed with the Client in writing, we may use in our marketing a general description of the engagement or matter in which we have assisted the Client, together with the Client's name or other commercial identifier and publicly available information.

7 Termination of the Engagement

7.1 The Client may terminate the engagement at any time by giving us written notice.

7.2 We may terminate the engagement if the Client acts fraudulently, fails to pay an invoice when due, acts in a manner that results in a loss of trust between the parties, or there are other reasonable grounds for terminating the engagement. We will give the Client reasonable prior notice of termination unless the circumstances justify immediate termination.

7.3 The Client is liable to pay all fees and expenses accrued up to the termination of the engagement, as well as fees and expenses arising from any necessary work performed after termination, irrespective of which party terminates the engagement.

7.4 Where a fixed fee has been agreed for the engagement or any part of it and the engagement is terminated before the fixed-fee work has been completed, we may invoice the work performed up to the date of termination based on the time spent, provided that the amount invoiced does not exceed the agreed fixed fee for that work.

7.5 If an advance payment has been agreed in connection with the engagement, performance of the engagement will commence only once the advance payment has been received in full.

7.6 Any provisions of the General Terms and Conditions which, by their nature, may reasonably be expected to survive termination of the engagement shall remain in force after termination. In particular, Sections 6, 10 and 11 shall survive termination of the engagement.

8 Assignment

8.1 We may assign the engagement and our rights and obligations under it, in connection with a transfer of our business or part thereof, a merger, demerger or other corporate reorganisation, to an entity that continues the business relating to the engagement.

9 Professional Liability Insurance

9.1 We maintain professional liability insurance with Pohjola Vakuutus Oy. Irrespective of the insurance coverage, our liability is limited in accordance with Section 10.

10 Limitation of Liability

10.1 Our services are provided solely for the benefit of the Client, and we accept no liability for any loss or damage suffered by any third party. We are not liable for any indirect loss or damage, such as loss of profits or contracts. We are not liable for any loss or damage suffered by the Client as a result of the use of advice provided, documents prepared or other work performed by us in connection with the engagement in any context or for any purpose other than that for which such advice, documents or work were provided, prepared or performed in the particular case. We do not provide commercial, financial or accounting advice. Nor are we liable for the services of, or any errors or omissions by, any external

expert engaged in connection with the engagement.

10.2 Our aggregate liability, together with that of our personnel and any other persons engaged by us to perform our services, for any loss or damage arising in connection with the engagement shall not exceed three (3) times the aggregate amount of fees accrued under the engagement during the twelve (12) months preceding the date on which the claim for damages is made.

10.3 The Client must submit any claim for damages in writing within twelve (12) months of the advice, action or omission giving rise to the claim, or the date on which the engagement or the relevant part thereof can reasonably be deemed to have been completed, whichever occurs first. If a claim is not submitted within this period, we shall have no liability for the loss or damage.

10.4 We do not guarantee any particular outcome or result.

10.5 If any loss or damage arises from a claim made against the Client by a third party or public authority, we are not liable for such loss or damage if the Client has settled the claim without our consent.

11 Governing Law and Dispute Resolution

11.1 The General Terms and Conditions and the engagement are governed by the laws of Finland, excluding its choice of law rules and principles.

11.2 Any dispute arising out of or relating to the General Terms and Conditions or the engagement shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall consist of one arbitrator. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish.

11.3 Notwithstanding the foregoing, we have the right to bring any claim relating to an overdue payment before the Helsinki District Court or any other competent court having jurisdiction over the Client's domicile.